



2013-2014 Replication Grant for Low Performing Schools RFP # TA-07

Background

New York State Education Department (NYSED) is participating in the United States Department of Education's (USED) Race to the Top initiative, which includes a component relating to highest performing/high progress schools that are significantly closing the achievement gap between subgroups and/or significantly raising academic achievement for all groups of students. These schools are designated as Commissioner's Schools. They are schools that have received special recognition by the Commissioner and were awarded Dissemination Grants through a competitive application process for having evidence-based practices proven to advance student achievement that can be replicated by low performing schools.

Purpose of the Replication Grant

The Replication Grant will enable the selected school districts to replicate the best practice(s) of the Commissioner's Dissemination Grant Schools at a low performing school in their district. NYSED will facilitate the matching of up to four (4) Replication Grant Schools with each of the five (5) Commissioner's Dissemination Grant Schools. Replication Grant Schools are required to work with one (1) of the Commissioner's Dissemination Grant Schools. They will commit to working toward full implementation of the best practice(s) for which they are being mentored by a Commissioner's Dissemination Grant School. Mentoring is defined in this application as providing direction and/or on site support to include instructional planning, coaching, modeling and overall coordination to ensure the successful implementation of the best practice(s).

Eligible Applicants

Eligible applicants for Replication Grants are public school districts in New York State that contain at least one low performing school. Charter schools are not eligible to apply. For the purposes of this RFP, low performing schools are defined as: the Persistently Lowest Achieving (PLA) schools/Schools Under Registration Review (SURR) (as identified during the 2009-10 or 2010-11 school years); or schools in improvement, corrective action or restructuring under Differentiated Accountability (DA) (as identified during the 2011-12 school year).

Eligible districts contain a school(s) that appears on one or more of the following lists:

- For schools under Differentiated Accountability during the 2011-2012 school year, please refer to the "Districts and School Accountability Excel Spreadsheet" found here: <http://www.p12.nysed.gov/irs/accountability/designations/home.html>
- For PLA/SURR schools during the 2009-2010 school year, please refer to the following PDF file: <http://www.p12.nysed.gov/irs/accountability/LowAchieve/2009/PLASchools-d3tod6.pdf>
- For PLA/SURR schools during the 2010-2011 school year, please refer to the following PDF file: <http://www.p12.nysed.gov/irs/accountability/designations/2010/2010d3tod6.PDF>

The best practice(s) must be replicated at one (1) low performing school within the applicant school district and that school must be named on the Application Cover Sheet. If a district would like to apply for replication of best practices at more than one low performing school within their district, they must submit a separate and non-duplicative application for each school. Districts containing 35 or more low performing schools may apply for Replication Grants for up to 9 of those schools. Districts containing between 16 and 34 low performing schools may apply for grants for up to 6 of those schools. Districts containing 15 or fewer low performing schools may apply for grants for up to 3 of those schools. Again, separate applications must be submitted for each school.

Best Practice Models

Applicants must choose one (1) of the five Commissioner's Schools best practice models for replication at a low performing school within their district. The five best practice models are each aligned with one of the following two themes:

- assessment practices and data-use strategies that enable ongoing monitoring of student progress and adjustment of curricular, instructional and professional development practices aligned with Data Driven Instruction
- rigorous curricular and instructional practices aligned with the Common Core Learning Standards

To select a Commissioner's School best practice model, applicants should consult NYSED's website, <http://usny.nysed.gov/rttt/rfp/ta-06/dissemination-grantees.html>, for specific information on each model. The information includes descriptions of the Commissioner's Schools' best practices, as well as the Schools' dissemination plans and work plans.

Applicants must submit only one application for replication of a Commissioner's Schools' best practice model *per low performing school*. Districts will not be awarded funds to replicate more than one Commissioner's School's best practice model at one school.

Application Due Date

The application must be submitted in a sealed envelope and postmarked no later than February 1, 2013 for delivery at NYSED.

Questions and Answers

Questions regarding the request must be submitted by E-mail to REPGRTLPCSP@mail.nysed.gov no later than close of business on January 14, 2013. A Questions and Answer Summary will be posted no later than January 18, 2013 to <http://usny.nysed.gov/rttt/rfp/>.

Submission

Applicants must submit five (5) copies of the completed application (including one with original signatures in blue ink). Applicants must also submit an electronic version of all application materials on CD to the address below. *Applications sent by facsimile will NOT be accepted.* Mail the application to:

New York State Education Department
Contract Administration Unit, RFP # TA-07
89 Washington Avenue, Rm 505WEB
Albany, NY 12234
Attention: Nell Brady

Grant Awards

NYSED will award up to twenty (20) Replication Grants pursuant to this RFP. The grants resulting from this RFP will be for a term beginning April 1, 2013 and ending August 31, 2014. The term will be separated into two project periods: April 1, 2013 to August 31, 2013 and September 1, 2013 to August 31, 2014. NYSED will award up to \$50,000 to each Replication Grant School for the first project period and up to \$100,000 to each for the second project period.

Roles, Responsibilities and Project Description

Each Replication Grant School will carry out each of the following activities, with full district support:

- ***replicate the best practice model of the selected Commissioner's Dissemination Grant School.*** The Replication School must replicate best practice(s) to address specific deficits in student achievement. The deficiency areas must be supported by evidence that clearly demonstrates the need for improvement.
- ***engage in suggested activities by the Commissioner's Dissemination Grant School (partner school) in the implementation of their best practice(s).*** The activities currently planned are described in the narratives, dissemination plans and workplans posted on the NYSED website. Once the Replication Schools have been identified and matched, the Commissioner's Dissemination Grant Schools will tailor the plans to meet the specific needs of their Replication partners.
- ***be a full partner with Commissioner's Dissemination Grant School by establishing a school team that will work closely with the Commissioner's School to oversee the implementation of the best practice(s).***
- ***design and implement their own replication plan, which works in tandem with the Commissioner's Dissemination Grant School's workplan.*** This plan will support the mentoring and professional development provided by the Commissioner's Dissemination Grant Schools and will ensure that the best practice model is integrated school-wide — into the school structure, curriculum, instruction and assessment — to advance academic achievement of all student groups.
- ***evaluate the effectiveness of the implemented best practice(s) in their school.*** To evaluate the success of the replication efforts, the Replication Grant School will use quantitative and qualitative measures to consider how well they adopted the best practice(s) and the impact on student achievement.

Post-Grant Award Requirements

Each Replication Grant School will:

- ***maintain open communications with NYSED and the Commissioner's Dissemination Grant School.*** Each Replication Grant School will agree to an on-site visit by NYSED to observe progress of implementation to determine how well they have adopted the best practice(s) and the impact on student achievement. They will agree to participate in quarterly meetings, conferences and/or teleconferences with NYSED and the Commissioner's Dissemination Grant School to discuss the successes/challenges of the implemented practice(s). In addition, video/teleconferences will occur on an as needed basis. It is anticipated that for the first project period, one face-to-face meeting will take place at the Commissioner's Dissemination Schools and one will take place at the NYSED offices in Albany. For the second project period, three of the face-to-face meetings will take place at the Commissioner's Dissemination Grant Schools and one will take place at the NYSED offices in Albany.

- **submit annual reports at the end of each year.** These reports must be submitted to NYSED no later than August 31, 2013 and August 31, 2014. The reports will be in a form and format to be determined by NYSED and shall demonstrate progress made toward achieving project goals and objectives, the project's effectiveness in improving student performance and any specific concerns or issues encountered during project implementation. Receipt and approval of the annual report will be necessary to receive continued project funding.
- **submit a budget** no later than August 1, 2013 for the second project period;
- **if after awarded a Replication Grant there is a change in personnel,** the grantee must submit the individual(s)' name and qualifications to NYSED for approval.

Budget Guidance

The applicant must adhere to the conditions and limitations for each code* listed in the FS-10 Form, as well as the following guidelines:

- Each applicant must build their project budget around the specific activities outlined in the work plan designed by the Commissioner's Dissemination Grant School that they have selected. Applicants may include additional activities and expenses that are not addressed in the selected school's work plan, but **all** Replication Grant expenses must clearly and directly support the implementation of the chosen Commissioner's School's best practices.
- Salaries for Professional Staff: In NYC, schools may indicate the number of hours at the per session rate or at the training rate, as appropriate.
- No more than 30 percent of the grant may be used for equipment.
- Minor remodeling is not an allowable expense.
- Carryover funds from the first project period are subject to the approval of NYSED.

***Please note that the expenditures in each budget code must directly support the project's activities that contribute to the project's goals and objectives.**

Payment Schedule

- Payments are generated by the submission of an FS-25: Request for Funds for a Federal or State Project form. Requests for Interim Payments may only represent actual expenditures. All FS-25's must be submitted directly to the State Education Department Grants Finance Unit at the address listed on the form for payment.
- A final payment for the balance of the project period will be made after an FS-10-F: Final Expenditure Report for a State or Federal Project is submitted to the Grants Finance Unit and approved. The FS-10-F for the first project period (ending August 31, 2013) is due in the Grants Finance Unit no later than 90 days after the end of the first project period. The FS-10-F for the second and final project period (ending August 31, 2014) must be submitted by September 11, 2014.
- Commissioner's Replication Grant Schools will only be reimbursed for actual expenses incurred, not to exceed the award amount.

Please see the **Fiscal Guidelines for Federal and State Grants for further guidance and access to fiscal forms:** <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.



**New York State Education Department
2013-2014 Replication Grant for Low Performing Schools
APPLICATION COVER SHEET**

Applicant LEA/District			County
Replication School (You must include the name of the low performing school targeted for grant award)			Beds Code:
Chief Administrative Officer (<i>Last Name, First Name, Dr./Mr./Ms.</i>)			
Title	Telephone ()	Fax Number ()	E-mail Address
Address (<i>Street, City, Zip Code</i>)			
Name of Commissioner's Dissemination Grant School Selected			
2-year Total Funds Requested			
Which of the following describes the school that is targeted for Replication Grant funds through this application (check one or more):		<input type="checkbox"/> Under Differentiated Accountability, as identified during the 2011-12 school year <input type="checkbox"/> PLA/SURR schools, as identified during the 2009-2010 school year <input type="checkbox"/> PLA/SURR schools, as identified during the 2010-2011 school year	

Certification and Approval

I hereby certify that I am the applicant's Chief Administrative Officer, and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable application guidelines and instructions, and that the requested budget amounts are necessary for the implementation of this project. I understand that this application constitutes an offer and, if accepted by the NYSED or renegotiated to acceptance, will form a binding agreement. I also agree that immediate written notice will be provided to NYSED if at any time I learn that this certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.

CHIEF ADMINISTRATIVE OFFICER	
Signature (in blue ink)	Date
Type or print the name and title of the Chief Administrative Officer	

Grant Application Checklist

Applicant Name _____

SED Agency Code _____

Use this checklist to ensure that your application is complete and in the order required. This checklist must be submitted with the application.

1. One (1) electronic copy of all forms, budget items and proposal narrative in Microsoft Word (FS-10 can be submitted in Excel or Microsoft Word).
2. One (1) original (signature in blue ink) plus four (4) hard copies of all forms, budget items and proposal narrative.
3. All forms are completed and included in the application packet in the order as noted below:

_____ Grant Application Cover Sheet

_____ Grant Application Checklist

_____ Proposal Narrative for the **entire grant term** (April 1, 2013 to August 31, 2014)

_____ Budget Summary Form for the **entire grant term**

_____ Budget Narrative for **entire grant term**

_____ FS-10 Form for the **first project period only** (April 1, 2013 to August 31, 2013) (FS-10 is available at <http://www.oms.nysed.gov/cafe/forms/>)

_____ Assurances and Certifications

Name, title and signature of person completing this form

Signature:	Date:
Typed Name	Title
E-mail address:	

Proposal Narrative

The proposal narrative is the applicant's opportunity to provide a comprehensive description of how they will achieve the project's purpose of replicating best practices from the Commissioner's Dissemination Grant School. The responses in the proposal narrative must be clear and specific.

The applicant must submit a proposal narrative that relates to one (1) Commissioner's Dissemination School's Best Practice Model. If awarded a Replication Grant, the applicant will be assigned to the Commissioner's Dissemination Grant School/Best Practice Model it selected.

Review and Scoring of Project Proposal

Each eligible proposal will be reviewed and scored by two Reviewers. Each Reviewer will independently read and score each proposal according to the indicated point criteria listed below. The final score will be the average of the two Reviewers' scores. If there is a difference of 20 points or more between the two scores, a third review will be conducted and the two scores mathematically closest to each other will be averaged for the score unless the difference between the third review score and the first two are equidistant, in which case the third reviewer's score will be solely used. In the event of a tie score, the applicant with the highest score on item 2, Objectives and Project Design, in the Proposal Narrative will be ranked higher.

When the final scores are compiled, any proposal that scores less than 60 points out of 100 (60%) will not be considered for the grant.

The proposal narrative should be drafted in response to, and will be evaluated in accordance with, this Scoring Rubric.

<p>1. Need for Project:</p> <p>a) Provide a clear description that delineates area(s) of student academic achievement that need improvement. What evidence demonstrates the need(s) for that improvement in your school? Indicate the steps that were specifically taken to assess the needs of your school and the individuals involved with the assessment.</p> <p>b) Describe in detail how the selected best practice(s) are aligned with the applicant's targeted needs. Describe how the best practices will significantly i) close the achievement gap between subgroups or ii) raise the academic achievement for all groups of students.</p> <p>c) Describe the preconditions, resources, and other requirements that must be in place in order to replicate the model effectively.</p> <p>d) Describe the programs/activities that are already in place to address these targeted needs and how they are specifically aligned with the school's improvement plans and the Commissioner's Dissemination Grant School's best practice(s).</p>	<p>15 Points</p>
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<p>2. Objectives and Project Design:</p> <p>a) Provide a clear description of project goals and objectives.</p> <p>b) Describe the overall project design and how it will be implemented. Include the school’s participation in activities proposed by the Commissioner’s Dissemination Grant School, as well as any strategies the Replication School will use on its own to support the Commissioner’s School’s activities.</p> <p>c) Describe the specific linkage of the Commissioner’s Dissemination Grant School’s practice(s) to be replicated with the expected outcome(s) of the Replication Grant School.</p>	<p>18 Points</p>
<p>3. Project Activities, Outline and Timeline for the Entire Grant-Term:</p> <p>a) Describe the specific activities that will be conducted to achieve the project goals and objectives. Include a timeline for the project that will ensure full implementation of the best practice(s) of the Commissioner’s Dissemination Grant School.</p> <p>b) Explain how the targeted best practice(s) will be integrated school-wide. Describe the steps that will be taken by the school to support and provide ongoing progressive integration of these practices during the grant period.</p>	<p>6 Points</p>
<p>4. Collaborative Planning and Involvement of the Commissioner’s Dissemination Grant School:</p> <p>a) Describe how your school will be a full partner with the Commissioner’s Dissemination Grant School by establishing a school team, which includes instructional leader(s) (e.g. principals, assistant principals, and curriculum directors) and district representatives, to work with the Commissioner’s School and to oversee the implementation of the best practice(s).</p> <p>b) Indicate how collaborative activities with the Commissioner’s Dissemination Grant School will improve student achievement through replication of best practice(s).</p>	<p>10 Points</p>
<p>5. Professional Development and Mentoring:</p> <p>a) Explain how the Commissioner’s Dissemination Grant School’s planned professional development and mentoring activities will meet the school’s needs. Explain how focused learning opportunities for staff may ensure fidelity to the best practice(s).</p> <p>b) Describe how the planned professional development and mentoring activities will help teachers, staff and leaders to integrate best practice(s) into the school’s structure, curriculum, instruction and assessment.</p> <p>c) Describe how the knowledge and experience gained through professional development and mentoring will be sustained beyond the grant period. Specifically describe all of the support the district will provide to help to implement and sustain the practices.</p>	<p>15 Points</p>

<p>6. Project Evaluation:</p> <p>a) Describe the proposed evaluation plan that will assess how well the school has met the project's goals. Include clear, realistic and measurable objectives in the evaluation plan and the extent to which they will be measured.</p> <p>b) Describe the qualitative and quantitative methods that will be used to measure the achievement of project objectives, and indicate the associated project timelines and resources required.</p>	<p>10 Points</p>
<p>7. Project Management/Personnel:</p> <p>a) Identify the lead staff member(s) including their qualifications and experience for this project.</p> <p>b) Clearly define the roles and responsibilities of the proposed staff(s) to achieve the goals and objectives of the proposed project.</p>	<p>6 Points</p>
<p>8. Budget Summary, FS-10 Form and Budget Narrative</p> <p>Complete the Budget Summary Form and the Budget Narrative for the entire grant term, and the FS-10 Form for the first project period only. The budget materials must:</p> <ul style="list-style-type: none"> ▪ Describe how the proposed expenditures will be used to support the project activities; ▪ Show costs are reasonable and necessary to support the project activities and goals; ▪ Include descriptions of any institutional and/or other source of contributions; and justify all proposed expenditures and indicate the basis of calculation for each cost. <p>The applicant should provide information for each expenditure in a manner that allows reviewers to clearly understand the basis of calculation and to evaluate:</p> <p>a) whether the budget clearly aligns with the program activities,</p> <p>b) whether each expense is reasonable in cost and necessary for the achievement of program goals, and</p> <p>c) whether the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided or that will be provided by the Commissioner's Dissemination Grant School.</p> <p>The totals from the Budget Narrative must correspond to the amounts shown on the Budget Summary.</p> <p>The proposed budget will be reviewed for the appropriateness of the expenditures. NYSED will eliminate any items deemed to be non-allowable or inappropriate and score the budget accordingly.</p>	<p>20 Points</p>

Method of Determining Award

When the final scores are compiled based on the process described in the Review and Scoring of Project Proposal section of this RFP, any application that scores less than 60 points out of 100 (60%) will not be considered for the grant. Applications will be ranked by score and by the best practice models selected. Up to four Replication Grant awards will be made to the eligible applications that receive the highest scores within each of the five best practice(s) model categories.

Debriefing Procedures

All unsuccessful applicants may request a debriefing within five (5) business days of receiving notice from NYSED. Applicants may request a debriefing letter on the selection process regarding this RFP by submitting a written request to:

New York State Education Department
Contract Administration Unit, RFP # TA-07
89 Washington Avenue, Rm 505W EB
Albany, NY 12234
Attn: Nell Brady

The Contract Administration Unit will make arrangements with program staff to provide a written summary of the proposal's strengths and weaknesses, as well as recommendations for improvement. Within ten (10) business days, the program staff will issue a written debriefing letter to the applicant.

Award Protest Procedures

Applicants who receive a debriefing may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of the notice of the written debriefing letter. The protest letter must be filed with:
NYS Education Department
Contract Administration Unit, RFP# TA-07
89 Washington Avenue, Rm 505W EB
Albany, NY 12234
3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the applicant with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

The NYSED Contract Administration Unit may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

RFP# TA-07
Replication Grant for Low Performing Schools
Budget Summary

Categories	Code	4/1/2013 – 08/31/2013	09/01/2013 – 08/31/2014	TOTAL
Salaries for Professional Staff	15			
Salaries for Support Staff	16			
Purchased Services	40			
Materials and Supplies	45			
Travel Expenses	46			
Employee Benefits	80			
Indirect Cost	90			
Purchased Services with BOCES	49			
Equipment	20			
Total				

Please note: Amounts must be rounded to the nearest dollar. The grant award may be for up to \$50,000 for the first project period, up to \$100,000 for the second project period, and no more than \$150,000 for the entire grant term.

Justification for these expenditures must be included in the Budget Narrative.

**New York State Education Department
Assurances for Federal Discretionary Program Funds**

The following assurances are a component of your application. By signing the certification on the application cover page you are ensuring accountability and compliance with State and federal laws, regulations, and grants management requirements.

Federal Assurances and Certifications, General:

- Assurances – Non-Construction Programs
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- General Education Provisions Act Assurances

Federal Assurances and Certifications, NCLB (if appropriate):

The following are required as a condition for receiving any federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001.

- NCLB Assurances
- School Prayer Certification

New York State Assurances and Certifications: (For discretionary grant programs only.)

- Appendix A
- Appendix A-1G
- Appendix A-2

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Education Department Program Contact listed in the Application. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, and by signing the Application Cover Page, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) "§§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§" 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §§874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Standard Form 424B (Rev. 7-97), Prescribed by OMB Circular A-102, Authorized for Local Reproduction, as amended by New York State Education Department

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the Application Cover Page provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

- A. The applicant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

- d. Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

ED 80-0013, as amended by the New York State Education Department

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION — LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing the Application Cover Page, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ED 80-0014, as amended by the New York State Education Department

NEW YORK STATE DEPARTMENT OF EDUCATION GENERAL EDUCATION PROVISIONS ACT ASSURANCES

These assurances are required by the General Education Provisions Act for certain programs funded by the U.S. Department of Education. These assurances are not applicable to certain programs, such as the No Child Left Behind Act. If you have any questions, please contact NYSED.

As the authorized representative of the applicant, by signing the Application Cover Page, I certify that:

1. the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
2. the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;
3. the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
4. the local educational agency will make reports to the State agency or board and to the Secretary as may reasonably be necessary to enable the State agency or board and the Secretary to perform their duties and that the local educational agency will maintain such records, including the records required under section 1232f of this title, and provide access to those records, as the State agency or board or the Secretary deem necessary to perform their duties;
5. the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
6. any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
7. in the case of any project involving construction -
 - a. the project is not inconsistent with overall State plans for the construction of school facilities, and
 - b. in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;
8. the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
9. none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

**NEW YORK STATE DEPARTMENT OF EDUCATION
NO CHILD LEFT BEHIND ACT ASSURANCES**

These assurances are required for programs funded under the No Child Left Behind Act.

As the authorized representative of the applicant, by signing the Application Cover Page, I certify that:

1. each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications;
2. the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and

the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;

3. the applicant will adopt and use proper methods of administering each such program, including -
 - a. the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
 - b. the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
4. the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;
5. the applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program;
6. the applicant will -
 - a. submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and the Secretary to perform their duties under each such program; and
 - b. maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties;
7. before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment;
8. the applicant has consulted with teachers, school administrators, parents, nonpublic school representatives and others in the development of the application to the extent required for the applicant under the program pursuant to the applicable provisions of the No Child Left Behind Act;
9. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 3214(3)(d) and (f) and the Gun-Free Schools Act (20 U.S.C. § 7151);
10. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7908 on military recruiter access;

11. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;
12. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 2802(7), and any state regulations implementing such statute and 20 U.S.C. § 7912 on unsafe school choice; and
13. in the case of a local educational agency, the applicant is complying with all fiscal requirements that apply to the program, including but not limited to any applicable supplement not supplant or local maintenance of effort requirements.

TITLE IV, PART B

1. The program will take place in safe and easily accessible facilities;
2. The program was developed, and will be carried out, in active collaboration with the schools the students attend;
3. The program will primarily target students who attend schools eligible for school wide programs under section 1114 and the families of such students;
4. The funds awarded under this part will be used to increase the level of State, local and other non-Federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant Federal, State, local or non-Federal funds;
5. The community was given notice of the intent to submit an application; and,
6. The application and any waiver request will be available for public review after submission of the application.
7. All instruction and content will be secular, neutral and non-ideological.
8. The program or facility is duly registered with the New York State Office of Children and Family Services as a school-age child care program or facility pursuant to the Social Services Law and regulations of the Commissioner of the Office of Children and Family Services if the program or facility serves seven or more children from kindergarten through age 12 and does not meet all of the following criteria:
 - (a) the program is conducted during non-school hours;
 - (b) the program is operated by a public school district or by a private school or academy which is providing elementary or secondary education or both in accordance with the compulsory education requirements of the Education law; and
 - (c) the program is located on the premises or campus where the elementary or secondary education is provided.

SCHOOL PRAYER CERTIFICATION

As a condition of receiving federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (NCLB), the local educational agency hereby certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools, as detailed in the current guidance issued pursuant to NCLB Section 9524(a).

Required for Federal and State Discretionary Grant Programs

Appendix A STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements

thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law.

Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

(December 2012)

General

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.nysed.gov/cafe/>.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
- D. Any modification to this Agreement that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of this Agreement must be approved by the Commissioner of Education and the Office of the State Comptroller when:
 - a. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
 - b. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.
- E. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.

- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Appendix A-2

American Recovery and Reinvestment Act of 2009 (ARRA) ADDITIONAL CONTRACT RECORD KEEPING REQUIREMENTS

This contract, is funded, in whole or in part, by the American Recovery and Reinvestment Act of 2009 (ARRA). The United States Office of Management and Budget (OMB) has released, "Implementing Guidance for Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009." (M-09-21) This guidance provides detailed information on reporting requirements included in Section 1512 of the Recovery Act.

Recipient vendors receiving ARRA funding will be required to submit quarterly information which will include at a minimum the following information:

- Vendor name and zip code of Vendor headquarters;
- Expenditures (per quarter and cumulative);
- Expenditure description; and
- Estimates on jobs created or retained via the expenditure of these funds by the Vendor.

Additional data may be required from vendors as a result of guidance issued by OMB.

Vendors will be required to submit the ARRA data in a form and format to be determined by the New York State Education Department (NYSED). NYSED anticipates that the reporting information will be provided to Vendors no later than August 30th. There will be no additional compensation for this reporting activity and it is anticipated that the Quarterly Reporting forms will be required in both paper and electronic formats.

An employee of any non-federal employer receiving ARRA funds may not be discharged, demoted, otherwise discriminated against as a reprisal for disclosing to law enforcement and other officials information that the employee reasonably believes is evidence of:

- Gross mismanagement;
- Gross waste of covered funds;
- A danger to public health and safety;
- An abuse of authority; or
- A violation of law.

NEW YORK STATE EDUCATION DEPARTMENT

2013-2014 Replication Grant for Low Performing Schools

Application Evaluation Rubric

Name of Reviewer:	Date of Review:	Total Score:
Applicant:		
Commissioner’s Dissemination Grant School selected:		

Directions for Reviewers

Reviewers must carefully read each Grant Application. They must then evaluate each component in accordance with the criteria listed in this Evaluation Rubric. Reviewers should independently read and score each application, using separate scoring sheets for each application. Two (2) Reviewers will review each application. The final score will be the average of the two Reviewers’ scores. If there is a difference of 20 points or more between the two scores, a third review will be conducted and the two scores mathematically closest to each other will be averaged for the score unless the difference between the third review score and the first two are equidistant, in which case the third reviewer’s score will be solely used. In the event of a tie score, the applicant with the highest score on item 2, Objectives and Project Design, in the Proposal Narrative will be ranked higher. The Reviewer must provide detailed comments to justify the score given for each component.

When final scores are compiled, any application that scores less than 60 points out of 100 (60%) will not be considered for this grant. Reviewers are urged to keep the applications secure. Reviewers’ comments are required in the spaces provided.

Rating Guidelines:

- A. **Outstanding:** Specific and comprehensive. Complete, detailed and clearly articulated information as to how the criteria are met. Response is well-conceived with thoroughly detailed ideas in accordance with RFP specifications.
- B. **Good:** Strong and detailed presentation of how the criteria described in the RFP are to be met, but some areas are not fully explained and/or some questions are not addressed completely. Response contains some minor inconsistencies or weaknesses.
- C. **Poor:** Does not meet most of the criteria in accordance with the RFP; provides vague or inadequate information in accordance with the grant specifications; response is specific but inappropriate.
- D. **N/A:** Does not meet the criteria specified in the RFP or simply restates the criteria.

Total Possible Points: 100 Points

The scoring is divided among the following sections:

- 1. Need for the Project (15 points).**
- 2. Objectives and Project Design (18 points).**
- 3. Project Activities, Outline and Two-Year Timeline (6 points).**
- 4. Collaborative Planning and Involvement of the Commissioner’s Dissemination Grant Schools (10 points).**
- 5. Professional Development and Mentoring (15 points).**
- 6. Project Evaluation (10 points).**
- 7. Project Management/Personnel (6 points).**
- 8. Budget Summary, FS-10 Form and Budget Narrative (20 points).**

1. Need for Project **(15 Possible Points for 1a – 1d)**

The applicant provides a clear description of and/or rationale for:

1a) the area(s) of student academic achievement that are targeted for improvement and the evidence that supports the need(s) for improvement. The applicant indicates the steps taken to assess the needs of the school and the individuals involved with the assessment.

- i. Outstanding (3 points)**
- ii. Good (2 points)**
- iii. Poor (1 points)**
- iv. N/A (0 points)**

Comment:

Score: _____

1b) the alignment between the Commissioner’s Dissemination Grant School’s identified best practice(s) and the school’s targeted needs; The applicant also addresses how the implementation of the best practices will significantly close the achievement gap between subgroups or raise the academic achievement for all groups of students.

- i. Outstanding (5-6 points)**
- ii. Good (3-4 points)**
- iii. Poor (1-2 points)**
- iv. N/A (0 points)**

Comment:

Score: _____

1c) the preconditions, resources and other requirements that must be in place in order to replicate the model effectively.

- i. **Outstanding** (3 points)
- ii. **Good** (2 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

1d) the programs/activities already in place to address these targeted needs and how they are specifically aligned with the school’s improvement plans and the Commissioner’s Dissemination Grant School’s Best Practice(s).

- i. **Outstanding** (3 points)
- ii. **Good** (2 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

2. Objectives and Project Design

(18 Possible Points for 2a – 2c)

The applicant provides:

2a) a clear description of project goals and objectives.

- i. **Outstanding** (5-6 points)
- ii. **Good** (3-4 points)

- iii. **Poor** (1-2 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

2b) the overall project design and how it will be implemented. The applicant includes the school's participation in activities proposed by the Commissioner's Dissemination Grant School, as well as any strategies the Replication School will use on its own to support the Commissioner's School's activities.

- i. **Outstanding** (5-6 points)
- ii. **Good** (3-4 points)
- iii. **Poor** (1-2 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

2c) the specific link between the Commissioner's Dissemination School Grant School's practice(s) to be replicated and the expected outcome(s) of the Replication Grant School.

- i. **Outstanding** (5-6 points)
- ii. **Good** (3-4 points)
- iii. **Poor** (1-2 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

3. Project Activities, Outline and Timeline for the Entire Grant Term (6 Possible Points for 3a and 3b)

The applicant explicitly describes:

3a) the proposed activities that will be conducted to achieve the project goals and objectives, including a timeline for the project that will ensure full implementation of the best practice(s);

- i. **Outstanding** (3 points)
- ii. **Good** (2 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

3b) how the best practices will be integrated school-wide and how the school will support ongoing progressive integration of the practice(s) during the grant period.

- i. **Outstanding** (3 points)
- ii. **Good** (2 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

4. Collaborative Planning and Involvement of the Commissioner’s Dissemination Grant School (10 Possible Points for 4a and 4b)

The applicant explicitly describes:

4a) how the school will be a full partner with the Commissioner’s Dissemination Grant School by establishing a school team, which includes instructional leaders (e.g., principals, curriculum directors) and district representatives, to work with the Commissioner’s Dissemination Grant School as well as to oversee the implementation of the best practice(s).

- i. **Outstanding** (4-5 points)
- ii. **Good** (2-3 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

4b) how the replication of the best practices will improve student achievement through collaborative activities with the Commissioner’s Dissemination Grant School.

- i. **Outstanding** (4-5 points)
- ii. **Good** (2-3 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

5. Professional Development and Mentoring

(15 Possible Points for 5a - 5c)

The applicant describes

5a) how the Commissioner’s Dissemination Grant School’s planned professional development and mentoring activities will be linked to the school’s needs, and how focused learning opportunities for staff may ensure fidelity to best practices;

- i. **Outstanding** (4-5 points)
- ii. **Good** (2-3 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

5b) how the planned professional development and mentoring activities will help teachers, staff and leaders to integrate best practice(s) into the school’s structure, curriculum, instruction and assessment.

- i. **Outstanding** (4-5 points)
- ii. **Good** (2-3 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

5c) how knowledge and experience gained through professional development and mentoring will be sustained beyond the grant period. The applicant specifically describes the support the district will provide to help implement and sustain the practices.

- i. **Outstanding** (4-5 points)
- ii. **Good** (2-3 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

6. Project Evaluation

(10 Possible Points for 6a and 6b)

The applicant provides a clear description of:

6a) an evaluation plan that assesses how well the school has met the project goals. The applicant also provides a project evaluation plan that has clear, realistic and measurable objectives and the extent to which they will be measured.

- i. **Outstanding** (4-5 points)
- ii. **Good** (2-3 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

6b) the qualitative and quantitative methods that will be used to measure achievement of project objectives, and the associated timelines and resources required.

- i. **Outstanding** (4-5 points)
- ii. **Good** (2-3 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

7. Project Management/Personnel

(6 Possible Points for 7a and 7b)

The applicant describes in detail:

7a) the lead staff member(s) for this project including their qualifications and experience.

- i. **Outstanding** (3 points)
- ii. **Good** (2 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

7b) the roles and responsibilities of staff members assigned to accomplish the project's goals and objectives.

- i. **Outstanding** (3 points)
- ii. **Good** (2 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

8. Budget Summary, FS-10 Form and Budget Narrative (20 Possible Points for 8a - 8c)

The applicant provides the Budget Summary Form and Budget Narrative for the entire grant term, and the FS-10 Form for the first project period only. These budget materials:

- describe how the proposed expenditures will be used to support the project activities;
- show costs are reasonable and necessary to support the project activities and goals;
- include descriptions of any institutional and/or other source of contributions; and justify all proposed expenditures and indicate the basis of calculation for each cost.

The applicant's budget materials demonstrate that:

8a) proposed expenditures will be used to support the project activities and goals.

- i. **Outstanding** (6-8 points)
- ii. **Good** (3-5 points)
- iii. **Poor** (1-2 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

8b) costs are reasonable and necessary to support the project initiatives and goals.

- i. **Outstanding** (6-8 points)
- ii. **Good** (3-5 points)
- iii. **Poor** (1-2 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

8c) proposed expenditures are supplemental and do not supplant or duplicate current initiatives.

- i. **Outstanding** (3-4 points)
- ii. **Good** (2 points)
- iii. **Poor** (1 points)
- iv. **N/A** (0 points)

Comment:

Score: _____

Total score for all sections (1–8) of the proposal: _____

Reviewer's Signature _____ **Date:** _____